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COMDTINST 12570.5
OCT 31 2000

COMMANDANT INSTRUCTION 12570.5

Subj: PERMANENT CHANGE OF STATION (PCS) TRAVEL FOR CIVILIAN EMPLOYEES

Ref: (a) Title 5, U. S. Code, Sections 5721 through 5734
(b) Federal Travel Regulation, 41 Code of Federal Regulations (CFR) Part302
(c) Department of Transportation (DOT) Guiding Principles

- PURPOSE. This Instruction provides guidance, in accordance with references (a), (b), and (c), on the conditions under which permanent change of station (PCS) travel for civilian employees may be authorized. This Instruction also implements certain discretionary allowances for PCS released by the General Services Administration as amendments to the Federal Travel Regulation (FTR).
- ACTION. Area and district commanders, commanders of maintenance and logistics commands, commanding officers of headquarters units, assistant commandants for directorates, Chief Counsel, and special staff offices at Headquarters shall ensure compliance with the provisions of this Instruction.
- DIRECTIVES AFFECTED. None.
- COVERAGE. Employees paid from nonappropriated funds are excluded from coverage.

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5. BACKGROUND.

- a. A multi-agency travel reinvention task force was organized in August 1994, under the auspices of the Joint Financial Management Improvement Program (JFMIP), to reengineer Federal travel rules and procedures. The task force developed 25 recommended travel management improvements published in a December 1995 JFMIP report entitled Travel Management Governmentwide.
- b. On 23 September 1996, the President signed into law the Federal Employee Travel Reform Act of 1996 (Public Law 104-201), which included eight legislative changes recommended by the JFMIP to improve travel and the delivery of relocation services. This law allowed each agency the discretionary authority to implement these changes as needed.
- c. This Instruction identifies certain responsibilities, criteria, and restrictions, and implements sections of the Act which the Coast Guard deems advantageous to effectively manage the Civilian PCS Travel Program.

6. DEFINITIONS.

- a. Permanent Change of Station. The assignment or transfer of an employee to a new/different permanent duty station, under competent orders. The PCS should be in the best interest of the Government and not primarily for the convenience or benefit of the employee or at his/her request.
- b. Transfer. A move of a permanent Federal employee without a break in service from one official station to another for permanent duty. In critical situations, the Coast Guard Personnel Command, Civilian Personnel Management Division (CGPC-cpm) may authorize exceptions to transfer an employee from a permanent official duty station to a term not-to-exceed 4 year position. **Exception:** An employee separated by reason of reduction in force or transfer of function who is reemployed with the Federal Government within 1 year of the date of separation to a nontemporary appointment, will be treated as a transferred employee.
- c. New Appointee. Any person newly appointed for permanent duty to Government service, including former temporary employees being converted to permanent duty, student trainees who are assigned upon completion of college work, and individuals appointed after a break in service.
- d. Break in Service. A separation from Federal service of 4 calendar days or more.
- e. Days. For the purpose of this instruction, the word "days" refers to calendar days.

8. RESPONSIBILITIES.

a. Commandant (G-WPC):

- (1) Formulates and issues policy and program guidance governing the administration of the civilian PCS program throughout the Coast Guard;
- (2) Measures and evaluates the effectiveness of the civilian PCS program Coast Guard-wide; and
- (3) Maintains the position of Relocation Services Coordinator (RSC) who serves as a liaison for the Coast Guard and the Relocation Services Program contractor, Cendant Mobility.

b. Commandant (G-WRP-2). Monitors the execution of the PCS travel fund account (AFC-20).

c. Coast Guard Personnel Command, Civilian Personnel Management Division (CGPC- cpm).

- (1) Advertises vacancy announcements with a clear “yes/no” statement regarding the payment of PCS relocation expenses;
- (2) Approves all travel authorizations in connection with PCS moves;
- (3) Monitors funds for PCS moves in coordination with the AFC-20 Funds Manager;
- (4) Determines employee’s eligibility for all relocation allowances in accordance with the FTR;
- (5) Authorizes extensions to time limitations on relocation allowances; and
- (6) As part of the formal selection notification process, advises the selectee, in writing, prior to undertaking any move, of the decision to pay or not pay PCS expenses.

d. Selecting Officials. Prior to announcing the position, coordinate with CGPC-cpm to determine and document in writing whether it is in the best interest of the Government to pay PCS expenses.

e. New Appointees/Transferees must obtain, from CGPC-cpm, written approval for travel and PCS relocation allowances before the travel or move may begin.

9. POLICY. The Coast Guard's policy is that travel and transportation expenses and applicable allowances as provided by the FTR shall be paid when it is determined the move is in the best interest of the Government and is not primarily for the personal convenience or benefit of the employee or at the employee's request. This assessment will be made when deciding the area of consideration for advertising the job. When the area of consideration, following guidance in COMDTINST 12335.4, paragraph 11.b., is defined as outside the local commuting area, the Coast Guard vacancy announcement should clearly state the availability of PCS benefits for those applicants who are eligible. In addition, to receive authorization for PCS benefits, all employees are required to sign a 1 year service agreement, except those reporting to Alaska or Hawaii, who must sign a 2 year service agreement (enclosure (1)).
10. CRITERIA.
 - a. For transferees to receive PCS relocation entitlements the following must hold:
 - (1) The distance between the new permanent duty station and the old permanent duty station is at least 10 miles; and
 - (2) The one-way commuting distance from the old residence to the new official station is at least 10 miles greater than from the old residence to the old official station.
 - b. New Appointees whose place of actual residence at the time of selection for appointment is located in the same local or metropolitan area as the first duty station will be authorized transportation expenses as provided by the FTR only when the relocation is determined to be incident to the appointment and in the best interest of the Government. To the extent allowable, this determination should be made using the principles prescribed for transferred employees.
 - c. Budget constraints alone do not justify the denial of PCS expenses. Any decision to pay or not to pay PCS expenses must be made prior to announcing the position, must appear on the vacancy announcement, and be documented in the official merit promotion case file. Additionally, the selectee will be advised in writing of the decision to pay or not to pay PCS expenses, as part of the formal selection notification process conducted by CGPC-cpm.
11. PERMANENT CHANGE OF STATION ENTITLEMENTS. Entitlements differ for new appointees, transferees and employees completing overseas tours. The number of temporary storage, househunting, and temporary quarters days are determined by justification/ documentation as outlined in the FTR and are at the Coast Guard's discretion. Full descriptions of these entitlements are contained in the Civilian PCS Handbook distributed by the Coast Guard Human Resources Services and Information Center (HRSIC) in Topeka, Kansas.

a. Entitlements.

PCS Entitlements	New Appointees	Transferees	Employees Returning from Overseas Tour for Separation or Retirement
House-hunting trip, not to exceed 10 days		4	
Movement of household goods or mobile home	4	4	4
Temporary storage of household goods, not to exceed 180 days	4	4	4
Employee enroute mileage and per diem	4	4	4
Dependents' enroute mileage	4	4	4
Dependents' enroute per diem		4	
Temporary Quarters Subsistence Expenses (TQSE), not to exceed 60 days minus the number of days used for house-hunting trip.		4	
Miscellaneous Expenses		4	
Real Estate Sale/Purchase reimbursement		4	
Relocation Income Tax Allowance (RITA)		4	
Shipment of Privately-Owned Vehicle (POV) (Outside the Continental United States (OCONUS) only)	4	4	4

- b. Changes/Additions. Listed below are policy changes/additions to PCS entitlements to be incorporated into the Handbook. Relocating employees must sign the U. S. Coast Guard Restrictions Agreement document (enclosure (2)) indicating they understand and agree with these restrictions:

- (1) Househunting Trips. The Coast Guard may reimburse househunting trip subsistence expenses (not to exceed 10 days) inside the continental United States (CONUS). **Note:** The total number of days used for the househunting trip will be deducted from the number of days allowed for TQSE. The amount of reimbursable per diem will be determined as follows:

- (a) Localities Where Per Diem Rates Equal or Exceed \$100.00. Employees will receive the maximum per diem rate for the locality (as listed in FTR Chapter 301, Appendix A) where the employee seeks residence quarters or for the locality where the employee obtains lodging accommodations; or
 - (b) Localities Where Per Diem Rates are Less Than \$100.00. Employees will receive the standard CONUS rate as listed FTR Chapter 301, Appendix A.
- (2) Temporary Quarters Subsistence Expenses (TQSE). The Coast Guard may pay expenses incurred by an employee and/or his/her immediate family while occupying temporary quarters within reasonable proximity of the old and/or new official stations. Employees may choose from one of the following:
 - (a) Fixed Amount Reimbursement. Employees and their dependents are paid a fixed amount up to 30 days. The fixed amount for the employee will be 75 percent of the locality rate times 30 days. The rate for dependents will be 25 percent of the locality rate times 30 days. There will be no extensions beyond 30 days and no receipts will be required.
 - (b) Actual TQSE Reimbursement. Employees are paid the actual TQSE incurred, provided the expenses are reasonable and do not exceed the maximum allowable amount. For the employee, the maximum allowable amount is determined by multiplying the number of days TQSE is actually incurred by the standard CONUS rate. For dependents the rates are as prescribed in FTR Chapter 302-5.100. When TQSE extends beyond the first 30 days, the per diem is calculated using a reduced rate for both employee and dependents. Typically, authorization for reimbursement of TQSE does not exceed 60 days.
- (3) Use of Relocation Service Companies.
 - (a) The Coast Guard contracts with a private relocation company to assist Coast Guard employees in relocating to a new official station. Services provided by the contractor include pre-transfer counseling, homesale programs, home marketing assistance, and home finding assistance.
 - (b) As part of the homesale program, employees are eligible to accept the contractor's appraised value offer provided they have marketed the home through a real estate broker of their own choice for at least 60 days without receiving a bona fide outside offer that is greater than or equal to its appraised value. **All real estate listing agreements (i.e., between the employee and the realtor) must include an exclusion clause as follows:**

Exclusion Clause: " The seller hereby reserves the right to sell the property directly to Cendant Mobility at any time and, in such event, to cancel this listing agreement with no obligation for commission or continuation of listing hereafter and to turn over an acceptable written offer thereunder to Cendant Mobility for closing and payment of commission which shall be deemed earned and payable only upon closing of title."

This will enable the employee, at the end of the first 60 days of the contract with his/her realtor, to accept the services provided by Cendant Mobility.

- (c) Any disputes under Completion of Home Sale Services that can not be resolved between the contractor and the Relocation Services Coordinator (RSC) will be referred to the GSA Contracting Officer for final resolution.
- (d) The maximum home value under the relocation contract for Coast Guard for which homesale services are payable is \$500,000. If a home is sold under the homesale program at a price exceeding \$500,000, the relocating employee will be responsible for any additional costs.
- (4) Waiver of Limitations for Employees Relocating to or from a Remote or Isolated Location.
The Coast Guard may waive any limitation contained in FTR Part 302-1 for an employee relocating to or from a remote or isolated location who would otherwise suffer hardship. These instances will be reviewed on a case-by-case basis and approved by the Coast Guard Personnel Command, Civilian Personnel Management Division.

Encl: (1) Service Agreement Document
 (2) Relocation Restrictions Agreement Document



U. S. COAST GUARD SERVICE AGREEMENT

I, _____, in consideration of payment of my travel, the expense of shipment of my household goods and personal effects, and the transportation of my immediate family (when applicable) from _____ to _____, do hereby agree to remain in the Federal Government service for a period of at least 1 year from the effective date of my entry on duty on _____, unless separated for reasons beyond my control that are acceptable to the U. S. Coast Guard.

For Alaska and Hawaii PCS's ONLY:

You will be assigned to _____, Alaska, **OR** to _____, Hawaii for a period of **2 years** from the effective date of your entry on duty. You may be reassigned to other overseas posts during the 2 year period if such transfers are deemed to be in the interest of the Government. Return transportation expenses will be paid by the U. S. Coast Guard, provided you complete the **2 year** tour of duty.

Further, I, the undersigned, do hereby agree that if I fail to fulfill the terms of this employment agreement by resigning, vacating the position without authorization, or if I am removed for cause before the expiration of the period of the agreement, I will, upon demand, repay the U. S. Coast Guard for my transportation and per diem allowance and transportation of dependents and cost of shipment of household good and effects from _____ to _____, and I authorize the U. S. Coast Guard to withhold any final payment due me to apply against or liquidate any indebtedness arriving from a violation of this employment agreement.

(Signature)

(Date)



U.S. COAST GUARD RELOCATION RESTRICTIONS AGREEMENT

I, _____, do hereby understand and agree to the following applicable restriction(s):

Househunting Trips. The total number of days used for the househunting trip will be deducted from the number of days allowed for Temporary Quarters Subsistence Expenses (TQSE).

Localities Where Per Diem Rates Equal or Exceed \$100.00. I will receive the maximum per diem rate for the locality where I seek residence quarters or for the locality where I obtain lodging accommodations;

OR

Localities Where Per Diem Rates are Less Than \$100.00. I will receive the standard CONUS rate as prescribed in Appendix A of the FTR.

Temporary Quarters Subsistence Expenses (TQSE). I will have the option to choose from one of the following (**Place an "X" in the appropriate box**):

☐ Fixed Amount Reimbursement. I will be paid a fixed amount up to 30 days. There will be no extensions beyond 30 days.

☐ Actual TQSE Reimbursement. I will be paid the actual TQSE incurred, provided the expenses are reasonable and do not exceed the maximum allowable amount. The maximum allowable amount is determined by multiplying the number of days TQSE is actually incurred by the standard CONUS rate. Typically, TQSE reimbursement will not exceed 60 days.

Use of Relocation Service Companies.

The Coast Guard contracts with a private relocation company to assist Coast Guard employees in relocating to a new official station. Services provided by the contractor include pre-transfer counseling, homesale programs, home marketing assistance, and home finding assistance.

As part of the homesale program, I am eligible to accept the contractor's appraised value offer provided I have marketed the home through a real estate broker of my choice for at least 60 days without receiving a bona fide outside offer that is greater than or equal to its appraised value. **All real estate listing agreements must include an exclusion clause as follows:**

Exclusion Clause: " The seller hereby reserves the right to sell the property directly to Cendant Mobility at any time and, in such event, to cancel this listing agreement with no obligation for commission or continuation of listing hereafter and to turn over an acceptable written offer thereunder to Cendant Mobility for closing and payment of commission which shall be deemed earned and payable only upon closing of title."

The maximum home value under the relocation contract for Coast Guard for which homesale services are payable is \$500,000. If my home is sold under the homesale program at a price exceeding \$500,000, I will be responsible for any additional costs.

(Notary Public)